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AGREEMENT

by and between the

CITY OF SCHENECTADY

and the

**CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.**
Local 1000, AFSCME, AFL-CIO

CSEA

**Schenectady City Unit
Schenectady County Local 847**

January 1, 2000 – December 31, 2003

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

119

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ARTICLE I / AGREEMENT

This agreement entered into by and between the City of Schenectady, New York, hereinafter referred to as the "Employer" or as the "City", and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, for the Schenectady City Unit of Schenectady County Local # 847, hereinafter referred to as "CSEA" or as the "Association." This Agreement shall be governed by the terms and provisions of the Public Employees' Fair Employment Act (Taylor Law), Article 14 of the Civil Service Law, other relevant portions of the Civil Service Law of the State of New York, Civil Service Rules of Schenectady County ordinances of the City of Schenectady.

ARTICLE II / PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Association, in accordance with the intent of the Public Employees' Fair Employment Act (Taylor Law).

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Association encourage to the fullest degree friendly, cooperative relations between the respective representatives at all levels and among all employees.

The union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

The employer retains the right to discipline and discharge for just causes according to law. The Employer reserves the right to lay off personnel for lack of work or funds. The Employer shall have the right to determine reasonable schedule of work and to establish the methods and processes by which such work is performed. The Employer retains the right to direct employees, to hire, promote and transfer them, subject to law and the terms and conditions of this Agreement; to maintain the efficiency of operations entrusted to the Employer; and to take whatever action is necessary to carry out the mission of the applicable department in the cases of emergency provided that the exercise of such rights shall not violate other Articles of this Agreement. The Employer also retains the right to make reasonable rules and regulations pertaining to employees covered by this Agreement provided that such rules and regulations do not conflict with law or any express provisions of this Agreement. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the statutory authority conferred on City Officials.

ARTICLE III / RECOGNITION OF ASSOCIATION

Section 1. The Employer recognizes the CSEA as the sole and exclusive representative for all employees in the bargaining unit as described in Article IV.

Section 2. The Employer shall deduct from the wages of employees and remit to the CSEA, Inc.,

regular membership dues and other authorized deductions for those employees who sign authorizations permitting such payroll deductions. An additional payroll deduction will be provided for CSEA members who are part of the bargaining unit for the Travelers Automobile and Homeowners Insurance Program. However, it is explicitly understood that the City will not furnish information, nor be involved in providing assistance in the filing of processing of claims, nor engage in any other activity in connection with this program.

Section 3. The City agrees that the Association shall be the sole representative for all employees described in Article IV for the purpose of collective bargaining for the maximum period prescribed by law.

Section 4. CSEA affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such a strike.

Section 5. Indemnification Clause

The Association will indemnify and save the City of Schenectady harmless against any and all claims, demands, suits, or any other forms of liability that may arise out of or by reason of action taken or not taken by the City of Schenectady in reliance upon "agency fees" or union dues deduction authorization cards furnished by the employees and/or the Association.

ARTICLE IV / BARGAINING UNIT DESCRIPTION

Section 1. Recognition: The employer hereby recognizes the CSEA as the sole and exclusive representative for the purpose of collective bargaining for the term of this agreement in respect to rates of pay, hours of employment, and other terms and condition of employment for employees of the City of Schenectady in classifications and titles of a technical, clerical, and professional, administrative or supervisory nature above the classification of Labor Foreman.

Section 2. Included Classification & Titles

Job titles included in the bargaining unit shall be those listed in Appendix A attached hereto and made a part hereof.

Section 3. Excluded Classifications & Titles

Excluded from the bargaining unit are temporary employees, part-time employees, firemen, and policemen, Public Health Nurses, Switchboard operators, employees in the unclassified or exempt positions, those of the building trades, heads of Bureaus and Departments, Assistant Corporation Counsels and Executive Secretary of the Planning Commission.

Section 4. New Job Titles

The employer agrees to meet quarterly with the CSEA to review any new job titles, and changed titles, and/or new job specifications. In the event the parties fail to reach a mutual agreement upon the allocation of a new title, then the disputed title and/or specifications will be submitted to the Public Employment Relations Board (PERB) within fifteen days of the meeting. There decision from PERB shall be final and binding on the parties.

ARTICLE V / COMPENSATION

Section 1. Effective October 1, 2000, employees shall receive a salary increase of two percent (2%). Effective January 1, 2001, employees shall receive a salary increase of three percent (3%).

Section 2. Effective January 1, 2002, employees shall receive a salary increase of three percent (3%).

Section 3. Effective January 1, 2003, employees shall receive a salary increase of three percent (3%), subject to the following provision. The yearly premium contribution for family coverage in 2000 for MVP, CDPHP, and the City Indemnity Plan is \$6,777, \$6,367, and \$7,247, respectively, for a total of \$20,391. If the yearly premium contribution total effective January 1, 2003 is 25% or more greater than the above total, namely \$25,489 or greater, then upon the concurrence of the Mayor and the City Council the 3% raise for January 1, 2003 shall be held in abeyance until an agreement is reached between the Employer and the Union concerning modifications to the health insurance program intended to result in lower premiums to the Employer.

The City shall provide to the CSEA Unit President each year the cost of the health insurance premiums for each plan for this bargaining unit.

Section 4. Each employee will also receive incremental steps as set forth in the Salary Schedule where due.

Section 5. Employees who have worked for the City continuously for five, ten, fifteen, or twenty complete calendars years will be paid an annual amount above their regular salaries as follows:

	<u>2000</u>	<u>2001</u>	<u>2003</u>
5 years	\$650	\$700	\$750
10 years	\$775	\$850	\$925
15 years	\$900	\$1,000	\$1,100
20 years	\$1200	\$1,300	\$1,400

For the purpose of longevity, vacations, sick leave, etc., the City will use the date of hire.

Section 6. Each employee shall receive their longevity payment the last payroll period in the month of his or her anniversary date.

Section 7. At the time of an individual's retirement, the longevity increment will be paid in the person's final check on a pro rata basis so as to allow the individual to receive the full credit for the increment into the computation of the New York State Retirement Benefit.

Section 8. Each employee covered under this agreement who has performed satisfactorily on the job according to the judgment of his or her department head, and provided he or she has been working continuously on a full-time basis for the City since October 1, or earlier, is eligible to receive a merit increment annually, beginning on the following January 1, up to a maximum of the grade to which his or her position is allocated in the Table of Annual Rate. The increment received will be equal to the amount specified for his or her grade level in the Table of Annual Rates for CSEA Employees.

Section 9. Any employee covered under this agreement who uses his personal car for City business will be reimbursed at the rate established by the I.R.S.

Section 10. Special Rates of Pay

A. Effective January 1, 1994, salaried employees who regularly supervise employees covered under the Local 1037 Agreement, shall receive a \$150.00 differential above the base pay rate of the highest paid employee in Local 1037 which he or she supervises.

B. A differential will be added to the regularly determined earnings for all work performed on second shifts or third shifts by full-time employees assigned to recognized second and third shifts at the rate of seventy cents (\$.70) cents per hour for second shift and seventy-five cents (\$.75) cents per hour for third shift.

Effective May 1, 1997, the second shift differential will increase to seventy-five cents (\$.75) per hour and the third shift differential will increase to eighty cents (\$.80) per hour.

Section 11. Any employee who is required to carry a beeper or is "on -call" shall be compensated at:

\$5.50 per day if their hourly rate is less than \$11.00

\$6.00 per day if their hourly rate is \$11.00 or more

All call-ins will be paid as per current contractual agreement of four (4) hours' emergency call-in pay.

Section 12. Pay Period

Should the Police, Firefighters, and AFSCME bargaining units agree to a biweekly pay period, the parties agree to re-open negotiations concerning the issue.

Section 13. The City shall reimburse employees for the cost of a Commercial Drivers License if it is required by the job.

Section 14. Vehicle Tax

Vehicle tax to be taken over a six (6) week period for all members required to use a City vehicle, provided required information is timely submitted.

ARTICLE VI/ OVERTIME COMPENSATION

Section 1. During emergencies and/or because of unusual requirements, employees may be required to work over their normal workweek or workday. When so required, employees shall be compensated as follows:

A. An employee who is required to work in excess of the employee's regular work day shall receive either cash payment at the employee's regular rate of pay or compensatory time at time and a half. The choice is to be made by the employee when the time is worked.

B. If the employee is required to work beyond forty hours in any work week, the employee shall have the option of either compensatory time or cash payment at the rate of time and a half the employee's regular rate of pay.

Section 2. Accumulation of Compensatory Time

A. The accumulation and use of compensatory time shall be limited to twenty days during each year.

B. Employees may cash in compensatory time in weekly blocks with a minimum of 2 weeks notice to payroll.

C. Effective January 1, 1994, all accumulated compensatory time must be used prior to December 1st of the calendar year in which it was earned with the exceptions that compensatory time earned during the month of November may be taken off during the month of December, and compensatory time earned during the month of December may be taken off during the next succeeding year.

D. Exceptions to the foregoing must be approved by the Chief Executive Officer.

Section 3. Call-Out

A. Work on Sunday shall be compensated at twice the employee's rate of pay.

B. Work on Holidays shall be compensated at double time plus the holiday pay (8 hours). However, an employee shall have the option to receive the holiday pay (8 hours) plus a floating holiday and 8 hours in pay or 16 hours accumulated time in lieu of the double time.

ARTICLE VII / WORKDAY AND WORKWEEK

Section 1. The normal workweek, except for those in continuous operations, shall run Monday through Friday. It shall consist of five (5) working days at eight (8) hours each. Salaried employees located in City Hall or other offices normally open from 9:00 a.m. to 5:00 p.m., work seven (7) hours per day. Continuous operations are defined as those operations which reasonably require staffing for more than eight (8) hours per day or five (5) days per week. The workweek for employees in continuous operations shall consist of any five consecutive days during the week with two consecutive days off. Whenever the employer determines to place on a continuous operation schedule those current employees in continuous operations who have been regularly scheduled Monday through Friday, the Association will be given a reasonable opportunity to discuss the impact of such scheduling prior to its effective date.

Section 2 During the months of July and August, the normal workweek shall run from Monday through Friday with offices open from 8:00 a.m. to 4:00 p.m. with the number of hours worked per week and lunch period and schedule remaining the same as non-summer months.

ARTICLE VIII/ HOLIDAYS

The following days are holidays for all regular full-time employees and they shall be paid at their regular straight time rate for these days or substitution days subject to the conditions below:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Election Day	First Tuesday after first Monday in November
Vetcran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving (in lieu of Lincoln's Birthday)	Fourth Friday in November
Christmas Day	December 25

(a) If any holidays fall on a Saturday, the preceding Friday shall be the observance day. If holidays fall on a Sunday, the succeeding Monday shall be the observance day.

(b) To receive pay for a holiday an employee must not have been absent without paid leave either on the workday before or the workday following the holiday. Absence due to illness or other reason is permissible only if employee absence is authorized as provided in Article IX or by the

Chief Executive Officer.

(c) In addition to the above holidays, each employee shall receive his or her birthday off with pay providing that each full-time employee give his or her supervisor and/or Bureau of Department Head notice approximately two weeks prior to such birthday. Any full-time employee whose birthday falls on a weekend or holiday on which work is not ordinarily performed or on a day in which the absence of the employee will in the opinion of such full-time employee's supervisor create unreasonable disruption or interruption of service, or in the event the employee wishes to celebrate his or her birthday on another day shall, on two weeks prior notice, arrange for a mutually agreeable alternative day with said supervisor. Employees hired on or after July 1, 1997, are not entitled to receive their birthdays off with pay.

ARTICLE IX / VACATIONS, SICK LEAVE & OTHER LEAVE POLICY

For the purposes of longevity, vacations, sick leave, etc., the City will use the date of hire effective January 1, 1980.

Section 1. Vacations. Employees shall be eligible for two (2) weeks, ten (10) days annual vacation after completion of one year of continuous employment by the City of Schenectady. Subsequently, two (2) weeks vacation is credited annually on January 1.

All full-time employees shall be granted one additional day of vacation for each successive full year of continuous employment after (5) years up to the completion of the fifteenth year of service, at which time the maximum annual vacation of four (4) weeks or twenty (20) workdays shall be granted.

Accrued vacation, up to the maximum of ten (10) weeks shall be payable to the employee in case of retirement, resignation or separation from employment through no fault on his own and where there is no disciplinary action pending against the employee.

In case of an employee's death, accrued vacation up to ten (10) weeks shall be paid to the deceased employee's estate.

The scheduling of vacation shall be at the discretion of the department heads for the proper functioning of the department. Seniority rights will be observed in vacation scheduling if these rights do not conflict with the administration of the department. If an employee has broken service with the City of Schenectady, he or she shall be given seniority credit for the prior services, provided:

- (1) That his or her severance from City service was through no fault of their own.
- (2) That the period of severance did not exceed three (3) years.
- (3) That the credit for prior service shall become effective only after completion of one (1) year of continuous service upon his or her return to City employment.

Seasonal employees shall not be deemed to be full-time employees under this agreement; however, any seasonal employee who is employed six (6) months or more per year after two (2) years of such seasonal employment, shall be given one (1) day vacation for each month employed during the previous year.

Employees may accumulate vacation for two years, but the maximum accumulation of vacation may not exceed ten (10) weeks (regardless of service).

Section 2 Sick Leave - Sick Leave is leave with pay granted for sickness or related causes. An employee earns a sick leave credit for each month that he or she is on payroll, for at least 17 calendar days during that month. Employees hired on or after July 1, 1997, shall earn sick leave credits at the rate of one (1) day for each month, not to exceed twelve (12) days of sick leave per year. Employees hired before July 1, 1997, shall earn sick leave credits at the rate of one (1) day for each month for the first five (5) years of employment, and thereafter shall earn sick leave credits at the rate of one and one-half (1 1/2) days for each month. An employee may use sick leave credits as soon as they are earned. Unused sick leave credits may be accumulated to a maximum of 240 working days.

a) For employees hired before December 11, 1990: Upon retirement, death, or layoff, seventy-five percent (75%) of accumulated sick leave shall be paid in cash to the employee, or the employee's estate, as the case may be. The amount shall be computed at the employee's then current rate of pay.

b) For employees hired on or after December 11, 1990, but before May 10, 1994: Upon retirement, death or layoff, fifty percent (50%) of accumulated sick leave shall be paid in cash to the employee, or the employee's estate, as the case may be. The amount shall be computed at the employee's then current rate of pay.

c) For employees hired after May 10, 1994: Upon retirement, death or layoff, twenty-five percent (25%) of accumulated sick leave shall be paid in cash to the employee, or the employee's estate, as the case may be. The amount shall be computed at the employee's then current rate of pay.

Absence because of personal illness may be charged to the accumulated sick leave provided the employee reports the illness to his or her supervisor within (2) hours of the first working day or absence. The employee must keep the supervisor advised of the necessity for continued absence and furnish satisfactory proof of illness upon request.

After five (5) consecutive working days' absence due to personal illness, the employee must present a written statement by a licensed physician certifying that the employee's condition prevented him or her from performing the duties of his or her position.

Any employee injured in the course of his or her employment may use his accrued sick leave as provided:

(1) Charges shall be made against accrued sick leave for the statutory waiting period not covered by the New York State Compensation Law.

- (2) If any portion of a subsequently awarded compensation award covers a period for which an employee has used his or her accrued sick leave, then said proportion of the compensation award shall be credited to restoring a pro rata share to the employee's sick leave accrual.

If an illness in employee's immediate family requires the employee's personal care and attention, he or she may make a written application for leave of absence to his department head and if approved, the employee may use his or her accrued sick leave in such instance.

No sick leave pay shall be allowed on continuous working days either before or after holidays or vacation except by the express permission of the Chief Executive Officer. When an employee works on a given holiday, this provision shall not apply.

No benefits are to be earned by an employee while he or she is on leave of absence from his or her job. However, while an employee is receiving paid sick leave and/ or during the first three (3) months of receiving workmen's compensation benefits, he shall continue to accrue employee benefits as if he were actually working.

Section 3. Personal Leave

The three (3) days personal leave permitted to all full-time employees each year may be taken in consecutive one-hour blocks if necessary. Arrangements for the use of personal leave time off shall be made by the full-time employee with his or her immediate supervisor, in advance, and shall not be deducted from sick leave or vacation benefits. The immediate supervisor shall not require an employee to give a reason as a condition for approving the use of personal leave credits. Personal leave may be used in conjunction with vacation leave or a holiday. Unused personal leave will be carried over to the following year and be credited as sick leave, however, up to two (2) days of unused personal leave may be carried over to the following years as vacation.

Section 4. Military Leave

Every employee shall receive leave in accordance with applicable sections of the New York State Military Law.

Section 5. Bereavement Leave

When a death occurs in an employee's immediate family, he shall be entitled, when so required, to the next five (5) days with pay (Saturday and Sunday to be included without pay unless it is a regularly scheduled workday) to arrange for or to attend the funeral and burial. Immediate family includes: spouse, child, parents of employee or spouse, brother, sister, grandparents, grandchildren, brother-in-law or sister-in-law.

An employee shall be granted a maximum of three (3) one-half (½) day absence with pay, upon application to his or her department head, to attend a funeral for someone other than a member of his immediate family as described above.

Section 6. Jury Attendance

On proof of the necessity of Jury service or attending court pursuant to a subpoena or other order of the Court, employee shall be granted a leave of absence with pay. However, the employee performing jury duty shall be paid only the differences between his regular pay and fees paid to him or her by the Court for jury duty.

Employees who are released from jury service three (3) hours or more prior to the end of their scheduled work day are required to return to work for the remainder of the work day.

Section 7. Workers' Compensation - On-The-Job Injury

Each employee will be covered by the applicable Worker's Compensation Laws. However, any employee who is unable to work as a result of an injury arising out of the course of his employment shall be entitled to thirty (30) working days of injury leave at his or her regular rate of pay for any individual injury in each calendar year. For any time thereafter, he shall be paid at the applicable workman's compensation rate, but may, at his option, elect to use accumulated sick leave to make up the differences in pay between the compensation rate and his or her regular rate of pay. When so used, sick leave shall be charged on an hourly basis in the proportion that the difference in pay between and the regular rate of pay bears to the total regular rate of pay, but fractions of less than four (4) hours' pay shall not be charged against sick leave.

Section 8. Maternity and Parenting Leave

An employee who has received a permanent appointment shall be granted maternity leave upon request. Such employees shall be allowed to perform the duties and responsibilities of her position as long as she is medically able, but must report the existence of pregnancy to her Department head.

Upon request and upon filing appropriate medical evidence that such employee is unable to perform the duties of her position due to the pregnancy, the employee shall be granted a leave of absence without pay for the period of her disability. Such leave shall extend for a period of not more than one (1) year after the birth of the child or other termination of the pregnancy.

During the period of pregnancy-related disability, the employee may use, at full pay, any and all sick leave, personal leave or vacation credits she has accumulated.

Any employee shall be allowed to use any accumulated leave except for sick leave for a period up to thirty (30) days in the event of birth or adoption of a child.

Section 9. Leaves of Absence Without Pay

(a) The employer shall grant leaves of absence without pay but without loss of seniority to the following:

- (1) For not more than one (1) year to an employee elected to union office upon written request of the Association.
 - (2) For not more than two (2) years to an employee suffering from a mental or physical illness upon a written certification by a licensed physician that the employee is incapable of performing work.
 - (3) For not more than one (1) year to an employee in whose immediate family there is a prolonged illness of a spouse, parent, spouse's parent, child, stepchild, ward, brother, sister or grandchild, provided that the employee is not gainfully employed elsewhere.
 - (4) For not more than two (2) years to an employee for educational purposes, provided that the purpose is job-related and that the employee represents that he intends to return to employment with the City.
- (b) The employer may extend the period of a leave of absence without pay.
- (c) Authorized leaves of absence pursuant to this section shall be credited for purposes of seniority under Section 4(a) of Article XXI.

Section 10.

The City and CSEA recognize all leave entitlements and other provisions as set forth in the Family and Medical Leave Act of 1993.

ARTICLE X / PENSION AND HEALTH INSURANCE

Section 1. Retirement

All eligible employees of the City of Schenectady in this bargaining unit shall be members of the New York State Retirement System known as Plan 75-i and their contributions shall be fully paid by the City of Schenectady. In addition, effective July 1, 1994, the 41-J option shall be provided.

Section 2. Health Insurance

A. The employer shall provide hospitalization and medical coverage for each employee and his/her dependents. The employee shall be given a choice of health insurance coverage from the following plans:

The City of Schenectady Indemnity Plan with benefit levels
in effect as of October 1, 2000.

Mohawk Valley Plan (MVP) Co-Pay 10+

Capital District Physicians Health Plan (CDPHP) Premiere 10

B. The employer is not responsible for benefit or benefit level changes made by carriers offering Health Maintenance Organization (HMO) coverage offered by the City in the event that a carrier discontinues a plan offered pursuant to this agreement,

(i) the City will notify CSEA as soon as practicable that the carrier has determined to discontinue the plan;

(ii) The City and CSEA will meet and confer jointly to determine if there is a suitable alternative plan(s) available to offer to members of the bargaining unit, taking into account both the level of premium and the level of benefits offered by the alternative plan(s).

C. (i) The employer agrees that the coverage offered by this agreement shall be paid in full by the employer and made available to the employee and his/her eligible dependents where such employees complete at least ten years of full-time service to the employer and files for a retirement allowance from the New York State Retirement System. This paragraph is intended to cover employees who are employed by the City at the time of retirement and shall be effective until the death of the retiree.

(ii) The employer agrees that the coverage offered by this agreement shall be available to all employees and eligible dependents where such employees complete at least 20 years of full-time service to the employer and collect a retirement allowance from the New York State Retirement System. This paragraph is intended to cover employees who may not be employed by the City at the time of retirement and shall be effective until the death of the retiree.

(iii) The City shall also reimburse the retiree and their eligible dependents for Medicare Part B coverage. However, this reimbursement plus the City's contribution for the premium for retiree coverage shall not exceed the total premium for an active employee with the same carrier.

D. The City may change the current health indemnity benefit to the New York State sponsored "Empire Plan" with medical and psychiatric enhancements.

E. Employees hired on or after January 1, 1980, shall contribute to the cost of their health insurance plans according to the following schedule:

1st year of employment.	50 percent
2nd year of employment.	40 percent
3rd year of employment	30 percent
4th year of employment.	20 percent
5th year of employment.	10 percent
6th year of employment.	Parity

F. If any employee can get health insurance coverage either through his or her spouse, or another source, then they may drop their insurance coverage through the City (after providing proof of other coverage), and receive a payment of one thousand dollars (\$1,000) for single coverage, one thousand five hundred dollars (\$1,500) for two-person families, or two thousands dollars (\$2,000) for the family plan. Payment will be made in quarterly increments. The employee will have a thirty (30) day window during which to re-enter the City's Health Insurance coverage if they lose this outside source of coverage. In addition, the employee will also have the June and December window periods to sign up for coverage under the City's existing plans.

Section 3. Dental Insurance

Effective January 1, 1975, all employees in this bargaining unit shall be afforded the Blue Cross 80-20 Dental Program Family Coverage and Rider A with the under 25 age rider or a plan that offers the same or better benefits at no cost to the employee.

Section 3a. Employees hired on or after January 1, 1980 shall contribute to the cost of their dental insurance plans according to the following schedule:

1st year of employment.	50 percent
2nd year of employment.	40 percent
3rd year of employment.	30 percent
4th year of employment.	20 percent
5th year of employment.	10 percent
6th year of employment.	Parity

Section 4. Disability Benefits

Effective January 1, 1975, all employees in the CSEA bargaining unit shall be afforded Disability Benefits under the Disability Benefits Law at no cost to the employee.

Section 5. Vision Care

Effective May 1, 1994, the Employer shall provide the CSEA EBF Gold 12 Vision Plan to all employees and their dependents.

Section 6. Effective January 1, 2001, the health plans offered by the City shall be amended as follows:

- (a) The City of Schenectady Indemnity Plan will have its annual deductibles increased from \$300.00/\$600.00 to \$400.00/\$800.00.
- (b) The Mohawk Valley Plan (MVP) shall be Co-Plan 15+.
- (c) The Capital District Physicians Health Plan (CDPHP) shall be Premier 15.

Section 7. Effective January 1, 2001, prescription drug coverage provided through the City's indemnity plan and CDPHP HMOs shall be \$10.00 for a generic fill and \$20.00 for a brand name fill. MVP prescription drug coverage shall be \$5.00 for a generic fill and \$20.00 for a brand name fill.

ARTICLE XI / DISCIPLINE

Section 1. Disciplinary Action

A. No employee shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the reason for it. Simultaneously, a copy of the notice shall be sent to the President of the Association.

B. The concept of progressive and corrective disciplinary action shall be followed when imposing discipline. That is, discipline is designed to correct an employee's behavior, not merely to punish.

C. No removal or disciplinary action proceedings shall be commenced more than six months after the City has knowledge of the alleged act of: incompetency or inefficiency; or, insubordination, neglect of duty, or misconduct complained of.

D. If the Employer has reason to reprimand an employee, this shall insofar as practicable, be done in a manner that will not embarrass the employee before another employee or the public.

E. An employee who fails to report to duty without notification to the Employer shall be deemed to have resigned his or her position if such absence is continuous for ten or more consecutive workdays. The Employer shall notify the employee of his or her termination by certified return receipt letter. If the employee provides the Employer with a reasonable excuse for his or her unauthorized absence, the Employer shall choose to waive its rights under this provision.

Section 2. Appeal from Disciplinary Action

A. If the employee and/or the Association disagree with the disciplinary action, the Association may appeal the matter by utilizing Step 2 of the grievance procedure. If the Association is not satisfied with the response at Step Two, the Association may elect to submit the matter to arbitration by filing a demand with the New York State Public Employment Relations Board in accordance with its rules and procedures. The demand for arbitration must be filed within twenty (20) calendar days after receiving the Step Two response.

B. Unless the Association fails to appeal a disciplinary action consisting of a suspension or termination of employment within eight calendar days at Step Two of the grievance procedure, the Employer may not impose such penalties until the matter is either settled at Step Two or until the proposed penalty is upheld by the arbitrator. This provision will be waived for twenty-four hours in the event the employee's presence on the job would be hazardous to the employee, other employees or the public.

C. All decisions rendered in such arbitration shall be final and binding.

D. Binding arbitration shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provisions provided in Sections 75 and 76 of Civil Service Law.

Section 3.

No removal or disciplinary action proceedings shall be commenced more than six (6) months after the occurrence of an alleged act of (a) incompetency or inefficiency; (b) insubordination, neglect of duty or misconduct complained of.

ARTICLE XII / LAYOFF AND RECALL

Section 1. Employees in the bargaining unit who are suspended or demoted upon the abolition or reduction of positions within the City shall be provided those rights as defined in Sections 80 and 80a of the New York State Civil Service Law.

Section 2. Appointments and Layoffs

The employer shall provide the Association President with a biweekly report of all bargaining unit positions that are to be abolished and all bargaining unit employees who are to be laid off and with a copy of the Chief Executive Officer biweekly report to the City Council of all new appointments and promotions.

ARTICLE XIII / TUITION ASSISTANCE PROGRAM

The City agrees to pay tuition costs for job-related training on the following basis:

- a. 100% for a course the Department deems necessary for an employee to properly fulfill the responsibilities of his or her present position if an integral part of a full-time employee's formal development.
- b. 75% for a course that is related directly to the functions or work of the Department which reasonably may be expected to improve the employee's performance in his or her present position.
- c. 50% for a course which is generally expected to improve an employee's performance in his or her present position.

Such courses must be approved in advance by the Chief Executive Officer and must be offered by an accredited educational institution or vocational training program. Reimbursement is contingent upon successful completion of the course. Permanent employees, upon completion of the probationary period, shall be eligible for the tuition assistance program.

The employee must agree in writing to remain in the employ of the City for a minimum of six months following the completion of the course or reimburse the employer the cost of the tuition. Should a full-time employee take more than one course in one semester only one six-month service requirement will be required.

ARTICLE XIV / EMPLOYEE SUGGESTION PROGRAM

The City agrees to develop and implement an Employee Suggestion Program in order that the employees may be appropriately rewarded for meritorious suggestions and that the City may realize more efficient methods of operation and improved ways to serve the public. The City, after consultation with the Association, will establish a procedure to evaluate suggestions and offer cash and non-cash awards.

ARTICLE XV / TEMPORARY ASSIGNMENTS

When an employee is directed by a bureau head or a department head to perform substantial duties of a higher classification not common to the employee's present classification on a regular basis for one (1) day or more, said employee will be paid within the pay grade allocated to such higher classification which at the first salary step in such pay grade shall be higher by at least one (1) full increment than the salary received immediately before such temporary assignment was made. If, however, an individual by virtue of his job description is to assume the duties of his superior in his superior's absence, he shall continue to be compensated at his normal salary rate.

ARTICLE XVI / LABOR-MANAGEMENT MEETINGS

The City and the Association recognize the mutual benefits, which may be realized by frequent and open communication, and to this end agree, that at the request of either party, officials of the City and Association will meet to discuss general working conditions, re-allocations, reclassification, and management issues. The topics of discussion may be broad in nature and may concern issues not in connection between the parties. These discussions shall be separate from the grievance procedure described in this Agreement. The party requesting the Meeting shall prepare a written Agenda for review prior to the occurrence of such meeting. An attempt will be made to solve issues which are specific to a particular department within the department prior to review by the Labor-Management Committee.

Pay Equity: Labor-Management discussions, using existing CSEA-AFSCME study as a basis to deal with all pay equity issues, including but not limited to the feasibility and/or necessity to conduct a further pay equity study specifically geared to the CSEA Unit.

It is proposed that when the Pay Equity study is completed, a Labor/Management Committee undertake the analysis of the study to propose a plan of action and recommendations to their respective constituent to correct any inequities.

The City and the Union will include in Labor/Management discussions the following issues:

- a) Flexible hours of work with a "core" time as to the feasibility of such a workday and the Departments where it would be practical;
- b) Non-smoking areas for the protection of employees;
- c) VDT's
- d) Job Sharing and all Dispatcher issues.

ARTICLE XVII / RECIPROCITY OF TENURE

Effective January 1, 1975, and not retroactively, the City agrees to give employees who change employment with no break in service from the County of Schenectady to the City, and the City to the County, eligibility for longevity and vacation proportionate to the time they were employed by the County or City. This Agreement applies to persons who were employed by the City as far back as January 1, 1959. Accrual of vacation and payment for longevity proportionate to the time employed by the County, beginning January 1, 1970, at rates established by the City. Vacation accrued while with the County but unused, cannot be taken while in the employment of the City. The provisions of this article shall go into effect only if the same conditions with respect to transferring City employees is in effect in the County of Schenectady.

ARTICLE XVIII / REALLOCATION, PROMOTIONS AND RECLASSIFICATION UNDER APPLICABLE CIVIL SERVICE RULES AND REGULATIONS

Section 1a. Any employee, who sincerely believes that he or she is continually performing out-of-title work or improperly allocated work, shall have the right to confer regarding same with their Bureau Head. The Bureau Head (within ten days) will forward his or her determination to the Department Head with a copy to the Union President.

Section 1b. If the Department Head cannot satisfactorily resolve the differences, he or she shall notify the Union President in writing, within ten days, with a copy to the employees of the reasons for the adverse decision. The Union President, employee, Chief Executive officer, and the appropriate Department head will within two weeks conduct a Labor/Management Meeting to resolve the issue.

Section 1c. The Chief Executive Officer may affirm the Department Head's decision or resolve the differences. If the decision is affirmed, the Chief Executive Officer shall notify the Union President in writing, within two weeks, with a copy to the employee.

The Chief Executive Officer's decision to affirm is final. If the Chief Executive Officer resolves the differences, he shall have prepared and presented to the City Council any legislative action necessary to carry out his decision.

Section 2.

a. The following procedure for provisional and/or permanent salaried employees covered under the Annual Rate Table will be used for reallocations and reclassification when the employee's new salary is computed. The employee's previously held step will be the step at which he or she is placed at in the new grade.

b. Employees who receive a promotion may, at the discretion of the employer, be placed at the same step in the new grade as the employees were in their former grade or shall be placed in the next step in the new grade which is greater than their old salary and then moved one full increment.

Section 3. Promotion Criteria

The following criteria will be taken into consideration by the City in making promotions: (a) seniority; (b) ability to perform the work; (c) physical fitness, where applicable; (d) attendance record; and (e) Civil Service examination results, where applicable.

Section 4. Bidding Shifts or Regular Days Off

In work places where there is more than one shift scheduled or work performed on weekends, vacancies within the job classification shall be filled by seniority preference.

Section 5. Seniority

For the purpose of this agreement, seniority shall be defined as from the original date of hire with the City.

ARTICLE XIX / GRIEVANCE PROCEDURE

Section 1. Employee Organizations

Through an orderly grievance procedure it is the policy of the City of Schenectady to assure the City employees their right to full freedom of association, self-organization and designation of representatives of their own choosing for the purpose of protecting their interest in employees of the City; free from interference, restraint, coercion or reprisal. The employee shall also be assured of his right to refrain from any and all such activities, as he may deem.

Every employee shall have the right to join or continue as a member of any employee association or labor organization; provided however, that no employee shall organize or become a member of any society or group of persons which teaches or advocates that the government of the United States or any State or political subdivision thereof, shall be overthrown by force or violence or by any unlawful manner.

Section 2. Declaration of Basic Principles (Policy)

Every employee shall have the right to present one's own grievance in accordance with the procedure described hereunder, with CSEA representatives, free from coercion, discrimination or reprisal.

Administrative City officials are requested to weight any public statements they make concerning alleged violations before an impartial hearing and determination is made to ensure all possible safeguards to the administration and to the persons involved and to avoid any premature implications that the violations alleged have been proven or established.

Section 3. Definitions

(1) The term "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms and conditions of employment, arising out of this Agreement or existing law, rule, procedure, regulations, administrative order or work rule of the Employer.

(2) The term "department" shall mean any office, department, board, commission or other agency of the government of the City of Schenectady.

(3) The term "days" shall mean all days other than Saturday, Sunday and legal holidays. Saturday, Sunday and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given with the terms of this ordinance.

Section 4. Grievance Procedure

STEP ONE. If the Association believes that any provision of this agreement has not been applied or interpreted properly, it may file a formal complaint on behalf of the employee or employees. The grievance must be submitted, in writing, to the appropriate department head within thirty (30) work days from knowledge of the occurrence. The complaint shall specify the nature of the grievance, including the applicable section of the Agreement that was allegedly violated. Within five (5) work days after receiving the grievance, the appropriate department head, or the department head's Designee, shall meet with the aggrieved employee(s) and the appropriate representatives of the Association. Within five (5) work days after said meeting, the department head, or the department head's designee, shall issue a written response to the grievance.

STEP TWO. If the Association is not satisfied with the response to the grievance at Step One, the Association may submit the matter to the Mayor, or the Mayor's designee. The appeal must be submitted, in writing, within five work days from receiving the Step One response or when the Step One response should have been received. Within five work days after receiving the appeal, the Mayor, or the Mayor's designee, shall meet with the aggrieved employee(s) and the appropriate representatives of the Association. Within five work days after said meeting, the Mayor, or the Mayor's designee, shall issue a written response to the grievance.

STEP THREE. Binding Arbitration. If the Association is not satisfied with the response to the grievance at Step Two, the Association may elect to submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its Rules and Regulations. The demand for arbitration must be filed within thirty calendar days from receiving the Step Two response or when the Step Two response should have been received. All decisions rendered in such arbitration shall be final and binding. The arbitrator's fees shall be shared equally by the Association and the employer.

Section 5. Leave for Presenting Grievances

A. An aggrieved employee and/or the appropriate representatives of the Association shall receive a reasonable amount of time off, without loss of pay or time credits, for the presentation of a grievance as set forth in Section 4.

B. Notification for the use of release time shall be made to the appropriate department head, or the department head's designee, on the form agreed to by the parties. Notification shall be made sufficiently in advance to permit the proper scheduling of the department.

C. Unless an emergency situation exists, release time will be scheduled in advance with proper notification to the Employer. The Union recognizes the Employer's obligation to provide services to the residents and taxpayers of the City and consistent therewith the Union will utilize release time within the Employer's obligation.

ARTICLE XX / UNIFORMS

A. The City shall supply clean work uniforms for mechanics in the Parks and Recreation Department and clean smocks for Evidence Technicians.

B. The Employer shall supply work uniforms for Dispatchers, Parking Meter Attendants, Parking Meter Servicepersons, Animal Control Officers, Police Matrons, and Community Service Officers. Said employees shall be paid an annual uniform allowance. The allowance shall be increased to \$235 in 1997, \$270 in 1998, and \$305 in 1999. Each employee shall be responsible for cleaning one's own uniforms.

C. An employee shall replace at the employee's own cost any clothing issued by the Employer which is misplaced, lost or negligently damaged by the employee.

ARTICLE XXI / RECIPROCAL RIGHTS

The Employer recognizes the right of the employees to designate representatives of the Civil Service Employees Association, Inc., to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the legislative body upon request of the employees.

Section 1. The employer shall so administer its obligations under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, race, nationality or creed.

Section 2. The CSEA, Inc., shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer. The officers and agents of the CSEA, Inc., shall have the right to visit the employer's facilities for the purposes of adjusting grievances and administering the terms and conditions of his contract.

Section 3. Employees who are designated or elected for the purpose adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the employer and the employee and the uninterrupted operation of Government.

Unless an emergency situation exists, release time will be scheduled in advance with proper notification to the Employer. The Union recognizes the Employer's obligation to provide services to the residents and taxpayers of the City and consistent therewith the Union will utilize release time within the Employer's obligation.

Section 4. The CSEA agrees to do its utmost to see that its members perform their respective duties loyally, effectively and continuously under the terms of this Agreement. The CSEA and its members will use their best endeavors to protect the interest of the City of Schenectady, to conserve the property, protect the public and give service of the highest quality.

ARTICLE XXII / WORKING CONDITIONS

The employer shall, whenever possible, notify the CSEA at least seven (7) days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the employer has no control. The employer shall notify CSEA of all Civil Service job openings and post those openings.

Appointments. The employer will provide the Union President with a copy of the Chief Executive Officer's biweekly report to the City Council of all new appointments and promotional appointments.

Safety Committee. The employer and the union agree jointly to establish a safety committee consisting of an equal number of City and union representatives, the number of members to be agreed upon. This committee will advise management of all safety activities. The joint safety committee shall meet at such times outside ordinary working hours.

ARTICLE XXIII / MAINTENANCE OF BENEFITS

Any benefit or benefits, which are recognized by ordinance or administrative regulations, presently enjoyed by the employees within those bargaining units under this Agreement shall continue to remain in force subject to the terms of the appropriate sections of this Agreement, except that should any benefit not be enumerated specifically in this Agreement, such benefit will be retained and remain in force as if such benefit were part of this Agreement.

ARTICLE XXIV / AGENCY SHOP

When authorized by State enabling legislation, all employees hired on or after the execution of this Agreement shall become members of the Union, thirty (30) days after their hiring date or the effective date of this Agreement, whichever is later and shall maintain membership in the Union for the duration of this Agreement, and any present or future employee who is not a Union member and who does not make application for membership, shall pay to the Union each month a service charge in the amount equal to regular monthly dues of this Union for the duration of this Agreement.

ARTICLE XXV / SEPARABILITY

If the enactment of legislation or a determination by a court or final jurisdiction (whether in a proceeding between the parties or one based on a similar state of facts) renders any portion of the Agreement invalid or unenforceable, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to the terms and in the same manner with the same effect as if such invalid portion had not been originally included therein.

ARTICLE XXVI / TERMINATION

This Agreement shall become effective January 1, 2000 and shall terminate at the close of business December 31, 2003. On or within thirty (30) days before July 1, 2003 upon notice from either party, the parties shall commence negotiations concerning proposals advanced by either party for a 2004 agreement.

ARTICLE XXVII / COPY OF CONTRACT

The City shall provide all employees in the bargaining unit with a copy of this Agreement in booklet form.

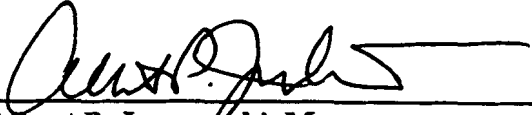
ARTICLE XXVIII / LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT A PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this ____ day of April, 2001.

CITY OF SCHENECTADY
a municipal corporation

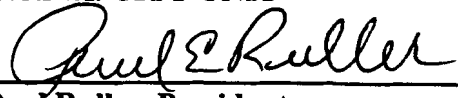
By:



Albert P. Jurczynski, Mayor

C.S.E.A. CITY UNIT

By:



Paul Ruller, President
City of Schenectady Unit

APPENDIX A

<u>TITLE</u>	<u>GRADE</u>
ACCOUNTANT	38
ACCOUNT CLERK	3
ACCOUNT CLERK TYPIST	5
ACCOUNTS PAYABLE AUDITOR	17
ASSESSMENT TECHNICAL ASSISTANT	9
ASSISTANT CIVIL ENGINEER	53
ASSISTANT MAINTENANCE SUPERVISOR	33
ASSISTANT PLANNER	26
ASSISTANT SANITATION SUPERVISOR	26
ASSISTANT SEWER MAINTENANCE CREW LEADER	28
ASSISTANT SOLID WASTE SUPERVISOR	29
ASSISTANT STREET MAINTENANCE CREW LEADER	28
ASSISTANT SUPERVISOR OF AUTOMOBILE REPAIR	31
ASSISTANT WATER MAINTENANCE CREW LEADER	28
AUTOMOTIVE INVENTORY MANAGER	27
BUILDING INSPECTOR AIDE	20
BUILDING CREW LEADER	31
CASHIER	13
CLERK	1
CODE ENFORCEMENT OFFICER	34
COMMUNITY SERVICE OFFICER	9
COMMUNITY DEVELOPMENT ASSISTANT	26
COMMUNITY DEVELOPMENT MONITOR	29
COMMUNITY DEVELOPMENT PROGRAM COORDINATOR	35
COMMUNITY DEVELOPMENT PROGRAM MONITOR	29
COMMUNITY HEALTH SOCIAL WORKER	37
COMMUNITY REVITALIZATION PROGRAM SUPERVISOR	28
DATA MACHINE/MACHINE OPERATOR	5
DOG CONTROL OFFICER	12
DRAFTSMAN	17
DUPLICATING MACHINE OPERATOR	1
ECONOMIC DEVELOPMENT ASSISTANT	25
ENGINEERING TECHNICIAN I	9
ENGINEERING TECHNICIAN II	20
ENGINEERING TECHNICIAN III	28
ENVIRONMENTAL HEALTH AID	9
EVIDENCE TECHNICIAN	18
FAIR HOUSING COORDINATOR	26
GARDENING CREW LEADER	32
GRAPHIC ARTIST	17

HISTORICAL LIBRARY ASSISTANT	13
HOUSING REHABILITATION CONSTRUCTION INSPECTOR	20
HOUSING REHABILITATION FINANCE ASSISTANT	25
HOUSING REHABILITATION FINANCE MANAGER	33
HOUSING REHABILITATION INSPECTOR	20
HOUSING REHABILITATION SPECIALIST	25
IDENTIFICATION CLERK	5
INDUSTRIAL COMPLIANCE TECHNICIAN	25
INFORMATION PROCESSING SPECIALIST I	7
INFORMATION PROCESSING SPECIALIST II	18
INFORMATION PROCESSING SPECIALIST III	22
INVESTIGATOR	30
JUNIOR CIVIL ENGINEER	50
LABORATORY TECHNICIAN WATER/WASTEWATER	18
LAW STENOGRAPHER	13
MAINTENANCE SUPERVISOR	35
MEDICAL STENOGRAPHER	18
MUNICIPAL BINGO INS	5
NUISANCE INSPECTOR	5
NUTRITIONIST	37
PARALEGAL	26
PARK MAINTENANCE CREW LEADER	26
PARK SUPERVISOR	30
PARKING METER ATTENDANT	9
PARKING METER SERVICE PERSON	34
PLANNING INTERN	26
POLICE MATRON	1
PRINCIPAL ACCOUNT CLERK	18
PRINCIPAL ACCOUNT CLERK - PAYROLL	32
PROPERTY STORES KEEPER	1
PUBLIC SAFETY DISPATCHER	18
PUBLIC SAFETY SHIFT SUPERVISOR	30
PUBLIC WORKS INSPECTOR	28
REAL PROPERTY APPRAISER	23
RECREATION SUPERVISOR	26
RECYCLING COORDINATOR	26
RENTAL CERTIFICATE INSPECTOR	15
SANITARIAN - PUBLIC HEALTH	34
SANITARY CHEMIST	35
SANITATION SUPERVISOR	31
SECRETARY TO CHIEF OF POLICE	27
SENIOR ACCOUNT CLERK	10
SENIOR CIVIL ENGINEER	56
SENIOR CLERK	9
SENIOR COMMUNITY DEVELOPMENT ASSISTANT	29

SENIOR ECONOMIC DEVELOPMENTAL ASSISTANT	32
SENIOR ENGINEERING TECHNICIAN	37
SENIOR INVESTIGATOR	38
SENIOR PARK EQUIPMENT MECHANIC	30
SENIOR PLANNER	38
SENIOR PUBLIC SAFETY DISPATCHER	25
SENIOR PUBLIC WORKS INSPECTOR	25
SENIOR PURCHASING CLERK	35
SENIOR SEWAGE TREATMENT PLANT SUPERVISOR	35
SENIOR SOLID WASTE CREW LEADER	26
SENIOR STENOGRAPHER	10
SENIOR TYPIST	6
SEWAGE TREATMENT PLANT MAINTENANCE SUPERVISOR	35
SEWAGE TREATMENT PLANT OPERATIONS CREW LEADER	35
SEWAGE TREATMENT PLANT SHIFT SUPERVISOR	33
SEWER MAINTENANCE CREW LEADER	31
SEWER MAINTENANCE SUPERVISOR	37
SIGN MAINTENANCE AND STREET MARKING SUPERVISOR	34
SIGNAL OPERATOR	17
SOLID WASTE CREW LEADER	20
SOLID WASTE INSPECTOR	20
SOLID WASTE SUPERVISOR	34
STENOGRAPHER	3
STENOGRAPHIC SECRETARY	13
STREET FACILITIES INSPECTOR	26
STREET MAINTENANCE CREW LEADER	31
STREET MAINTENANCE SUPERVISOR	37
SUPERVISOR OF AUTOMOTIVE REPAIRS	37
SUPERVISOR OF BUILDINGS (CITY HALL)	31
SUPERVISOR OF BUILDINGS (POLICE BUILDING)	31
TAX CLERK - ASSESSMENT	9
TREE CREW LEADER	26
TYPIST	1
WASTE TRANSFER STATION CREW LEADER	26
WATER FIXTURE INSPECTOR	26
WATER MAINTENANCE SUPERVISOR	37
WATER TREATMENT PLANT OPERATIONS SUPERVISOR	35

CSEA Cost Schedule

Employees hired on or after January 1, 1980, shall contribute to the cost of their health insurance plans according to the following schedule:

1st	year of employment ...	50 percent
2nd	year of employment ...	40 percent
3rd	year of employment ...	30 percent
4th	year of employment ...	20 percent
5th	year of employment ...	10 percent
6th	year of employment ...	Parity

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MAY 17 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**